

RECORDATION DIV.

65251A
MAR 29 1976 - 10 12 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD CONDITIONAL SALE AGREEMENT
Consisting of Conditional Sale Agreement between Chicago Heights
Terminal Transfer Railroad (Railroad) and Pullman Incorporated [Pullman-
Standard Division] (Manufacturer) and an Agreement and Assignment be-
tween the Manufacturer and Continental Illinois National Bank and Trust
Company of Chicago, (Assignee) both dated as of March 1, 1972
(Original I.C.C. Rec. No. 6525)

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of
March 9, 1976, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, a corporation organized under the laws of the United States
(hereinafter called the Assignee), and CHICAGO HEIGHTS TERMINAL TRANSFER
RAILROAD COMPANY, an Illinois corporation (hereinafter called the Railroad):

WHEREAS, the Railroad and PULLMAN, INCORPORATED (the Manufacturer)
have heretofore executed and delivered a certain Conditional Sale Agreement
dated as of March 1, 1972, which provided for the sale thereunder by the
Manufacturer to the Railroad of certain railroad equipment, more fully
described in Schedule B attached to the Conditional Sale Agreement (the Equip-
ment);

WHEREAS, the Manufacturer and the Assignee have heretofore exe-
cuted and delivered a certain Agreement and Assignment dated as of March 1,
1972, by which the Manufacturer assigned to the Assignee all of its right,
title and interest in and to the said Conditional Sale Agreement dated as of
March 1, 1972 (Conditional Sale Agreement and Agreement and Assignment to-
gether, hereinafter called "Conditional Sale Agreement");

WHEREAS, there is now on deposit with the Assignee \$32,681.94, representing the Fair Value (determined as provided in the Conditional Sale Agreement) of Equipment heretofore destroyed, worn out, lost, irreparably damaged or otherwise rendered permanently unfit for use;

WHEREAS, the Railroad desires to replace said Equipment unfit for use with new standard-gauge railroad Equipment of substantially as good material and construction, and has requested and herewith requests the Assignee to apply the amount so deposited to or toward the purchase of replacement Equipment as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

1. The Equipment as defined and described in the Conditional Sale Agreement shall include the following new standard-gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
1	100-Ton Flat Car, numbered C&EI 819799	\$30,985

which railroad Equipment shall hereafter constitute and be a part of the Equipment referred to in Schedule B of said Conditional Sale Agreement, as fully and completely as though it had been part of the original Equipment and subject to all the terms and conditions of said Conditional Sale Agreement.

2. This Amendment to the Conditional Sale Agreement is subject to all the terms, covenants, provisions and conditions of the Conditional

Sale Agreement referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Assignee and the Railroad have caused their names, to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

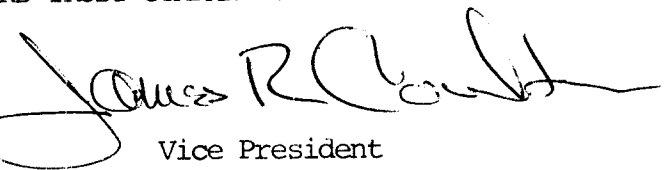
ATTEST:


COMMERCIAL BANKING OFFICER


~~Assistant Secretary~~

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By:


Vice President

ATTEST:


Assistant Secretary

CHICAGO HEIGHTS TERMINAL TRANSFER
RAILROAD COMPANY

By:


Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 25TH day of MARCH, 1976, before me personally appeared JAMES R. COULTER, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

MY COMMISSION EXPIRES MAY 14, 1977

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 9th day of March, 1976, before me personally appeared D.L. MANION, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission expires September 28, 1978.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978

This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commission-
ed.